

# JENNER & BLOCK

September 3, 2002

DOCKET FILE COPY ORIGINAL

Jenner & Block, LLC  
601 Thirteenth Street, NW  
Suite 1200 South  
Washington, DC 20005-3823  
Tel 202 639-6000  
[www.jenner.com](http://www.jenner.com)

Chicago  
Dallas  
Washington, DC

Marlene H. Dortch, Esq.  
Federal Communications Commission  
Office of the Secretary  
The Portals  
445 12th Street, S.W.  
Room TWB 204  
Washington, D.C. 20554

RECEIVED

SEP - 3 2002

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Jodie L. Kelley  
Tel 202 639-6058  
Fax 202 639-6066  
[jkelly@jenner.com](mailto:jkelly@jenner.com)

Re: CC Docket No. 00-218

Dear Ms. Dortch:


In accordance with paragraph 769 of the Memorandum Opinion and Order in the above-captioned docket, released July 17, 2002 by the Wireline Competition Bureau (the "Non-Cost Order"), enclosed for filing please find an original and four copies of the final interconnection agreement jointly prepared by Verizon Virginia Inc. and WorldCom, Inc. Also enclosed are eight copies for the arbitrator. An extra copy is enclosed to be file-stamped and returned.

The agreement does not include a pricing schedule because the Commission has not yet issued its decision in the cost phase of the case. Upon issuance of a pricing order the parties will create a pricing schedule and submit revised conforming interconnection agreements (for each WorldCom CLEC affiliate) for further approval under Section 251.

Submission of this agreement does not limit or constitute a waiver of any of the parties' respective legal rights (including, but not limited to, appeals and/or requests for reconsideration) regarding either the Non-Cost Order or any order issued in connection with the cost phase of the proceeding.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,



Jodie L. Kelley

Encl.

No. of Copies rec'd 074  
List ABCDE

## CERTIFICATE OF SERVICE

I hereby certify that true and accurate copies of the foregoing Agreement were delivered  
this 3rd day of September, 2002, by Federal Express and first class mail, postage prepaid, to:

Karen Zacharia  
David Hall  
Verizon-Virginia, Inc.  
1320 North Courthouse Road, 8th Floor  
Arlington, VA 22201  
**\* By Federal Express**

Richard D. Gary  
Kelly L. Faglioni  
Hunton & Williams  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, VA 23219-4074  
**\* By Federal Express**

Catherine Kane Ronis  
Wilmer, Cutler & Pickering, LLP  
2445 M Street, NW  
Washington, DC 20037-1420  
**\*By Federal Express**

Mark Keffer  
AT&T Corporation  
3033 Chain Bridge Road  
Oakton, VA 22185  
**\*By First Class Mail**

J.G. Harrington  
Dow, Lohnes & Albertson  
1200 New Hampshire Ave., N.W.  
Suite 800  
Washington, D.C. 20036  
**\*By First Class Mail**

Lydia Pulley  
600 East Main Street  
11th Floor  
Richmond, VA 23219  
**\* By Federal Express**

By:

  
Robin M. Meriweather

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

RECEIVED  
SEP - 3 2002

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of )  
Petition of WorldCom, Inc. Pursuant to Section 252(a)(5) )  
of the Communications Act for Expedited Preemption )  
of the Jurisdiction of the Virginia State Corporation )  
Commission Regarding Interconnection Disputes with )  
Verizon Virginia Inc., and for Expedited Arbitration )

CC Docket No. 00-218

AGREEMENT

Effective as of the Effective Date Set Forth Herein

By and between

TELEMETRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.

and

VERIZON VIRGINIA INC.

FOR THE COMMONWEALTH OF  
VIRGINIA

**AGREEMENT**

**Effective as of the Effective Date Set Forth Herein**

**by and between**

**MCIMETRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.**

**and**

**VERIZON VIRGINIA INC.**

**FOR THE COMMONWEALTH OF**

**VIRGINIA**

## TABLE OF CONTENTS

<b>AGREEMENT .....</b>	<b>1</b>
<b>1 The Agreement.....</b>	<b>1</b>
<b>2 Term and Termination .....</b>	<b>2</b>
<b>3 Change Management and Control .....</b>	<b>3</b>
<b>4 Applicable Law .....</b>	<b>3</b>
<b>5 Assignment .....</b>	<b>4</b>
<b>6 Assurance of Payment .....</b>	<b>4</b>
<b>7 Audits .....</b>	<b>5</b>
<b>8 Intentionally Left Blank .....</b>	<b>6</b>
<b>9 Billing and Payment; Disputed Amounts .....</b>	<b>6</b>
<b>10 Confidentiality .....</b>	<b>8</b>
<b>11 Counterparts .....</b>	<b>11</b>
<b>12 Default.....</b>	<b>11</b>
<b>13 Intentionally Left Blank. ....</b>	<b>12</b>
<b>14 Dispute Resolution .....</b>	<b>12</b>
<b>15 Force Majeure.....</b>	<b>15</b>
<b>16 Intentionally Left Blank .....</b>	<b>16</b>
<b>17 Fraud .....</b>	<b>16</b>
<b>18 Good Faith Performance .....</b>	<b>16</b>
<b>19 Headings Not Controlling.....</b>	<b>17</b>
<b>20 Indemnification .....</b>	<b>17</b>
<b>21 Insurance .....</b>	<b>18</b>
<b>22 Intellectual Property .....</b>	<b>19</b>
<b>23 Joint Work Product.....</b>	<b>20</b>
<b>24 Law Enforcement.....</b>	<b>20</b>
<b>25 Liability.....</b>	<b>20</b>
<b>26 Intentionally Left Blank .....</b>	<b>21</b>

27	Intentionally Left Blank .....	21
28	Notice of Network Changes .....	21
29	Notices .....	21
30	Ordering Intervals/Desired Due Date (“DDD”) .....	23
31	Intentionally Left Blank. ....	23
32	Point of Contact for MCI Customers/Identification of Services.....	23
33	Intentionally Left Blank. ....	25
34	Publicity and Use of Trademarks or Service Marks .....	25
35	References.....	26
36	Relationship of the Parties.....	26
37	Reservation of Rights.....	27
38	Subcontractors .....	27
39	Successors and Assigns .....	27
40	Survival .....	27
41	Taxes .....	28
42	Technology Upgrades .....	30
43	Territory .....	30
44	Third Party Beneficiaries.....	30
45	Waiver .....	31
46	Warranties .....	31
47	USOC Codes.....	31
PART B.....		33
1	General Rule .....	33
2	Definitions .....	33
PART C.....		48
ADDITIONAL SERVICES ATTACHMENT .....		48
1	Alternate Billed Calls .....	48
2	Dialing Parity - Section 251(b)(3).....	48

3	Directory Assistance (DA) and Operator Services .....	48
4	Directory Listing and Directory Distribution .....	54
5	Directory Assistance Data .....	56
6	Intercept Treatment and Transfer of Service Announcements .....	56
7	Telephone Numbers .....	56
	<b>INTERCONNECTION ATTACHMENT .....</b>	<b>58</b>
1	Network Interconnection Methods and Interconnection Trunking Arrangements..	58
2	Points of Interconnection (POI) and Trunk Types .....	59
3	Mid Span Fiber Meet .....	62
4	Initiating Interconnection .....	64
5	Transmission and Routing of Telephone Exchange Service Traffic .....	65
6	Usage Measurement .....	65
7	Reciprocal Compensation Arrangements .....	66
8	Meet Point Trunking Arrangements .....	69
9	Compensation for the Termination of Meet Point Traffic .....	70
10	Toll Free Service Access Code (e.g., 800/888/877) Traffic .....	72
11	Tandem Transit Traffic Service ("Transit Service") .....	74
12	Signaling .....	75
13	Forecasting .....	76
14	Number Portability .....	78
15	Network Management .....	81
16	Responsibilities of the Parties. ....	82
	<b>RESALE ATTACHMENT .....</b>	<b>83</b>
1	General .....	83
2	Use of Verizon Telecommunications Services .....	83
3	Availability of Verizon Telecommunications Services .....	84
4	Customer of Record/Responsibility for Charges .....	85
5	Operations Matters .....	85

<b>NETWORK ELEMENTS ATTACHMENT.....</b>	<b>87</b>
1    General.....	87
2    Verizon's Provision of UNEs .....	89
3    Loop Transmission Types .....	89
4    Line Sharing .....	97
5    Sub-Loop .....	103
6    Intentionally Left Blank .....	106
7    Dark Fiber .....	106
8    Network Interface Device .....	109
9    Unbundled Switching Elements .....	110
10   Unbundled Interoffice Facilities .....	115
11   Signaling Networks and Call-Related Databases .....	119
12   Operations Support Systems .....	129
13   Network Element Bona Fide Request (BFR) .....	129
14   Cooperative Testing .....	130
15   Maintenance of UNEs. ....	130
16   Rates and Charges .....	130
17   Technical Standards and Technical Specifications for Network Elements.....	130
<b>COLLOCATION ATTACHMENT.....</b>	<b>132</b>
1    Verizon's Provision of Collocation .....	132
2    Additional Provisions Regarding Physical Security, Information Security, etc.....	132
<b>911 ATTACHMENT .....</b>	<b>134</b>
1    911 Trunking Arrangements.....	134
2    General Requirements.....	136
3    Basic 911 and E911 Additional Requirements.....	138
<b>POLES, CONDUIT, and RIGHTS OF WAY ATTACHMENT.....</b>	<b>140</b>
1    Definitions .....	140
2    Scope .....	141



3	Fees and Charges .....	142
4	Advance Payments .....	142
5	Specifications .....	143
6	Legal Requirements.....	143
7	Issuance Of Licenses .....	144
8	Prelicense Survey And Make-Ready Work.....	145
9	Construction, Maintenance And Removal Of MCI's Facilities .....	146
10	Termination of Licenses.....	149
11	Inspection of MCI's Facilities .....	149
12	Unauthorized Attachment, Utilization, or Occupancy.....	150
13	Security Interest .....	150
14	Liability And Damages .....	150
15	Insurance .....	151
16	Authorization Not Exclusive .....	153
17	Assignment of Rights .....	153
18	Termination Of This Attachment .....	153
	PRICING ATTACHMENT .....	166
1	General.....	166
2	Section 271 .....	166
3	Regulatory Review of Prices .....	166
	APPENDIX 1 TO THE PRICING ATTACHMENT .....	1

## **AGREEMENT**

### **PART A**

This Agreement ("Agreement") is effective as of the "Effective Date" set forth in Part B hereof, between MCImetro Access Transmission Services of Virginia, Inc. ("MCI"), a corporation organized under the laws of the Commonwealth of Virginia, with offices at 205 North Michigan Ave., Suite 1100, Chicago, Illinois 60601 and Verizon Virginia, Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Virginia with offices at 600 East Main Street, 11<sup>th</sup> Floor, Richmond, Virginia 23219.

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and MCI hereby agree as follows:

#### **1 The Agreement**

- 1.1 This Agreement, consisting of Parts A, B and C, specifies the rights and obligations of each Party with respect to the purchase and sale of local Interconnection, local Resale, unbundled Network Elements and related services. This Part A sets forth the general terms and conditions governing this Agreement. Capitalized terms used in this Agreement shall have the meanings defined in Part B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Part C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

#### **LIST OF ATTACHMENTS COMPRISING PART C:**

Additional Services Attachment  
Interconnection Attachment  
Resale Attachment  
Network Elements Attachment  
Collocation Attachment  
911 Attachment  
Poles, Conduit and Rights of Way Attachment  
Pricing Attachment  
Appendix A to the Pricing Attachment

- 1.2 The Parties acknowledge that some of the services, facilities and arrangements provided pursuant to this Agreement are or will be available under and subject to the terms of the federal or state Tariffs of the Party providing them. To the extent that a Tariff of a Party applies to any service, facility or arrangement provided pursuant to this Agreement, the following shall apply:
- 1.2.1 The rates and charges set forth in the Pricing Attachment shall remain fixed for the term of this Agreement or until superseded by such rates as may be approved by the Commission or FCC, notwithstanding that either of such rates may be different from those set forth in any effective, pending or future Tariff of the providing Party, (including any changes or modifications to any such Tariff--or any new Tariff--filed after the Effective Date of this Agreement); provided, however, this Section 1.2.1 shall remain subject to Section 1.2.3.

- 1.2.2 This Agreement and any applicable Tariffs of either Party shall be construed whenever possible to avoid any conflict between them. The fact that a condition, term, right or obligation appears in this Agreement and not in a Tariff, or in a Tariff but not in this Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.2.3 Any change or modification to any Tariff (including any Tariff filed after the Effective Date hereof) filed by either Party that materially and adversely impacts the provision or receipt of services hereunder or which materially and adversely alters the terms hereof shall only be effective against the other Party to the extent permitted by: (i) that Party's written consent; or (ii) an affirmative order of the Commission. Each Party shall file any required Tariff revisions, modifications or amendments in order to comply with Applicable Law and to continue performance of this Agreement in a lawful manner.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation on the subject matter hereof. Except as otherwise provided in this Agreement, the terms in this Agreement may not be waived, amended or modified except by a written document which is signed by the Parties. The Parties intend that any services requested by either Party relating to the subject matter of this Agreement that are not offered hereunder will be incorporated into this Agreement by amendment upon agreement by the Parties.
- 1.4 Except as otherwise provided in this Agreement, this Agreement does not prevent a purchasing Party from using the services provided pursuant to this Agreement in connection with other technically compatible services provided pursuant to this Agreement or with any services provided by the purchasing Party or a third party; provided, however, that unless otherwise provided herein, interconnection services, call transport and termination services, and unbundled Network Elements shall be available under the terms and conditions (including prices) set forth in this Agreement and shall be used by the purchasing Party solely for purposes consistent with obligations set forth in the Act and any rules, regulations or orders thereunder.

## **2 Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [September 30, 2005 – subject to further estimation] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either MCI or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either MCI or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either MCI or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall

remain in effect until the effective date of a new interconnection agreement between MCI and Verizon.

- 2.4 If either MCI or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither MCI nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Commission-approved statement of generally available terms (SGAT).

### **3 Change Management and Control**

The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces and other matters as to which the CMP applies.

### **4 Applicable Law**

- 4.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties, shall be governed by the Act and the laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules.
- 4.2 Each Party shall perform terms, conditions and operations under this Agreement in a manner that complies with all Applicable Law, including all regulations and judicial or regulatory decisions of all duly constituted governmental authorities of competent jurisdiction. Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other in obtaining and maintaining any approvals required by this Section. In the event the Act or FCC rules and regulations applicable to this Agreement are held invalid, this Agreement shall survive, subject to Sections 4.3 and 4.4, below.
- 4.3 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement (unless such construction would be unreasonable), and the Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party construed and enforced accordingly.
- 4.4 In the event the FCC or the Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially alter the obligation(s) to provide services or the services themselves embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the

applicable procedures set forth in Section 14 (Dispute Resolution Procedures) hereof.

- 4.5 Except as otherwise expressly stated in this Agreement, each Party, at its own expense, shall be responsible for obtaining from governmental authorities, property owners, other Telecommunications Carriers, and any other persons or entities, all rights and privileges (including, but not limited to, Rights of Way, space and power), which are necessary for the Party to provide its services pursuant to this Agreement.

## **5 Assignment**

Any assignment or delegation by either Party to any non-affiliated entity (or to any Affiliate with respect to which the exception set forth in the immediately following sentence does not apply) of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void (except the assignment of a right to moneys due or to become due). Either Party may assign or delegate this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate so long as neither such assigning/delegating Party nor the Affiliate is in default of any payment obligation to the other Party (and, for the avoidance of any doubt, a bona fide good faith billing dispute does not constitute a payment default). A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate (as contemplated by the immediately preceding sentence) shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

## **6 Assurance of Payment**

- 6.1 Upon request by Verizon, MCIIm shall provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.
- 6.2 Assurance of payment of charges may be requested by Verizon if MCIIm (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon, (b) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to MCIIm by Verizon, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.3 Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (a) a cash security deposit in U.S. dollars held by Verizon or (b) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The cash security deposit or letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to MCIIm in connection with this Agreement.

- 6.4 To the extent that Verizon elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.
- 6.5 If payment of interest on a cash deposit is required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such cash deposit held by Verizon at the higher of the interest rate stated in such Tariff or the interest rate required by Applicable Law.
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to MCIIm in respect of any amounts to be paid by MCIIm hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.7 If Verizon draws on the letter of credit or cash deposit, upon request by Verizon, MCIIm shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as MCIIm has provided Verizon with such assurance of payment.
- 6.9 The fact that a deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve MCIIm from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.
- 6.10 MCIIm may satisfy the foregoing obligations of this Section 6 if and, to the extent that, it has a net worth of not less than one hundred million U.S. Dollars (\$100,000,000.00) or an MCIIm Affiliate with such a net worth serves as a guarantor of MCIIm's obligations hereunder.

## **7 Audits**

- 7.1 As applicable consistent with the provision of the relevant services or functions by a Party under this Agreement, each Party may audit the other Party's books, records and documents for the purpose of evaluating the accuracy of the other Party's bills rendered under this Agreement and performance reports with respect to Services provided under this Agreement. Such audits may be performed no more than a total of four (4) times in a calendar year nor more often than once every nine (9) months for a specific subject matter area; provided, that particular subject matter audits may be conducted more frequently (but no more frequently than once in each calendar quarter) if the immediately prior audit for such area found previously uncorrected net inaccuracies or errors in billing or performance reporting in favor of the audited Party having an aggregate value of at least five percent (5%) of the amounts payable by the auditing Party, or statistics reportable by the audited Party, relating to services provided by the audited Party during the period covered by the audit.
- 7.2 In addition to the audits described in Section 7.1, each Party may audit the other Party's books, records and documents for the purpose of evaluating compliance

with CPNI where the audited Party has access to CPNI in the custody of the auditing Party pursuant to this Agreement. Such CPNI audits must be performed in a minimally disruptive fashion, and an audited Party may bring objections to the Commission, if audits are unnecessarily intrusive and the Parties cannot resolve their disputes. Such CPNI audits may not be performed more frequently than annually; provided, however, that the frequency of CPNI audits may be increased to quarterly if violations of a Party's CPNI obligations exceeds five percent (5%) of the audit sample.

- 7.3 The auditing Party may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties; provided, that the auditing Party may require that the audit commence no later than sixty (60) days after the auditing Party has given notice of the audit to the other Party.
- 7.4 The audited Party shall promptly correct any error that is revealed in a billing audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on the audited Party's bill no later than the bill for the third full billing cycle after the Parties have agreed upon the accuracy of the audit results.
- 7.5 Each Party shall cooperate fully in any audits required hereunder, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the audited Party's bills or performance reports, or compliance with CPNI obligations, as appropriate.
- 7.6 Audits shall be performed at the auditing Party's expense, provided that there shall be no charge for reasonable access to the audited Party's employees, books, records and documents necessary to conduct the audits provided for hereunder.
- 7.7 Books, records, documents, and other information, disclosed by the audited Party to the auditing Party or the Auditing Party's employees, agents or contractors in an audit under this Section 7, shall be deemed to be Confidential Information under Section 10.
- 7.8 This Section 7 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

## **8 Intentionally Left Blank**

## **9 Billing and Payment; Disputed Amounts**

### **9.1 Standard Billing**

- 9.1.1 The providing Party will bill services in accordance with this Section 9 and at the rates set forth in the Pricing Attachment. Consistent with the results of the operational trial described below, the providing Party will use commercially reasonable efforts to provide accurate and auditable electronic bills for wholesale services and to format its electronic bills in accordance with national industry standard specifications, as appropriate subject to Verizon's published Differences List. As part of an operations trial for the state of Virginia beginning on or prior to the Effective Date of this Agreement, subject to MCI's conversion to Express Track, and continuing until such time as Verizon designates through Change Management, the BOS-BDT as available for election as the Bill of

Record in Virginia, Verizon agrees to provide MCIIm with a BOS-BDT formatted electronic bill at no charge for UNE-P services and Network Elements provided under this Agreement. During the duration of this trial, the BOS-BDT bill will serve as the instrument from which MCIIm will audit and pay for UNE-P services and Network Elements provided under this Agreement, including the handling of billing disputes. MCIIm and Verizon agree to work together to identify and correct errors in the content and format of the BOS-BDT bill format and to share the information necessary to ensure that the final product (*i.e.*, a BOS-BDT formatted bill) is complete, accurate, and meets OBF standards subject to Verizon's published Differences List. Verizon agrees to make the BOS-BDT formatted bill the bill of record for MCIIm, at the same time Verizon designates the BOS-BDT as available for election as the bill of record in Virginia through Change Management. Verizon will jurisdictionalize charges in the BOS-BDT bills to the extent reasonably possible.

- 9.1.2 The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period.
- 9.1.3 *The providing Party and the purchasing Party will work jointly to establish billing dates ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The providing Party will transmit all invoices within ten (10) calendar days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, thirty (30) calendar days after the date on which the bill is loaded and/or received by the purchasing Party (the "payment due date"). If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.*
- 9.1.4 The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.
- 9.1.5 Except as otherwise specified in this Agreement or provided for under Applicable Law, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.
- 9.1.6 The providing Party and purchasing Party will identify a contact person



for the handling of any questions or problems that may arise during the implementation and performance of the billing for services under this Attachment.

**9.2 Collocation Billing**

Verizon agrees to provide USOC information that will allow MCI to identify nonrecurring costs associated with building collocation "cages" incurred under this Agreement. Verizon will identify the Collocation nonrecurring costs in the OCC section of the Collocation bill with specific USOCs.

**9.3 Billing Disputes**

9.3.1 If a billing dispute arises concerning any charges billed pursuant to this Agreement by a providing Party to a purchasing Party, payments withheld or paid pending settlement of the dispute shall be subject to interest at the rate set forth in Verizon's interstate access tariff.

9.3.2 If the purchasing Party pays the bill in full by the payment due date and later initiates a billing dispute, interest will apply as follows:

9.3.2.1 If the billing dispute is resolved in favor of the purchasing Party, the purchasing Party shall receive a credit from the providing Party. This credit will be an amount equal to the disputed amount, plus interest at the rate set forth in Verizon's interstate access tariff. This amount will apply from the date of the purchasing Party's payment through the date on which the purchasing Party receives payment of the disputed amount and accrued interest from the providing Party.

9.3.2.2 If the dispute is resolved in favor of the providing Party, neither a late payment charge nor an interest charge is applicable.

9.3.3 If the purchasing Party withholds payment on the bill (in full or in part) and initiates a billing dispute, interest will apply as follows:

9.3.3.1 If the billing dispute is resolved in favor of the providing Party, the purchasing Party shall pay the providing Party a payment equal to the amount withheld by the purchasing Party, plus interest at the rate set forth in Verizon's interstate access tariff. This amount will apply from the payment due date through the date on which the providing Party receives payment of the disputed amount and accrued interest from the purchasing Party.

9.3.3.2 If the dispute is resolved in favor of the purchasing Party, neither a late payment charge nor an interest charge is applicable.

**10 Confidentiality**

10.1 For the purposes of this Section 10, "Confidential Information" means the following information disclosed by one Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement:

- 10.1.1 All information disclosed by either Party to the other pursuant to the Attachments of this Agreement arising from the performance of this Agreement, including, but not limited to, books, records, documents and other information disclosed in an audit performed pursuant to this Agreement; and
  - 10.1.2 Such other information as is identified as Confidential Information in accordance with Section 10.2.
- 10.2 All information which is to be treated as Confidential Information under Section 10.1.2 shall:
  - 10.2.1 If in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information"; and
  - 10.2.2 If oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information" and is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.
  - 10.2.3 Each Party shall have the right to correct an inadvertent failure to identify such oral information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.
- 10.3 In addition to any requirements imposed by law, including, but not limited to, 47 U.S.C. § 222, for a period of three (3) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees:
  - 10.3.1 To use the Confidential Information only for the purpose of performing under this Agreement, including, to the extent applicable, the planning and operation of the Recipient's network;
  - 10.3.2 To use the same degree of care that it uses with similar confidential information of its own, to hold the Confidential Information in confidence and to disclose it to no one other than the directors, officers and employees of the Recipient and the Recipient's Affiliates, having a need to know the Confidential Information for the purpose of performing under this Agreement;
  - 10.3.3 Except as may be permitted under Section 222 of the Act (with respect to Confidential Information that is subject to Section 222) or as otherwise required by Applicable Law, Verizon will not disclose MCI's Confidential Information to, or permit access to MCI's Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of Verizon or any Verizon Affiliate, or any independent contractors to any of the foregoing, and Verizon and any Verizon Affiliate shall take all actions necessary to ensure that any such retail operations and any employees thereof, their respective retail customer representatives, and any independent contractors of any of the foregoing, cannot access MCI's Confidential Information.

- 10.4 A Recipient may disclose the Discloser's Confidential Information to a third party agent or consultant, provided that prior to such disclosure the agent or consultant has executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section 10.
- 10.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations and exercise its rights under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 10.6 The Recipient shall return all Confidential Information defined in Section 10.1.2 in the format in which it was received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, and/or destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If the Recipient loses or makes an unauthorized disclosure of the Discloser's Confidential Information, it shall notify the Discloser immediately and use reasonable efforts to retrieve the lost or improperly disclosed information.
- 10.7 The requirements of this Section 10 shall not apply to Confidential Information:
- 10.7.1 Which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser;
- 10.7.2 After it becomes publicly known or available through no breach of this Agreement by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, agents, or contractors, of the Recipient or the Recipient's Affiliates;
- 10.7.3 After it is rightfully acquired by the Recipient free of restrictions on its disclosure;
- 10.7.4 Which is independently developed by personnel of the Recipient; or
- 10.7.5 To the extent the disclosure is required by law, or made to a court, or governmental agency for the purpose of enforcing its rights under this Agreement; provided the Discloser has been notified of an intended disclosure promptly after the Recipient becomes aware of a required disclosure or decides to make such a voluntary disclosure to enforce its rights, the Recipient undertakes reasonable, lawful measures to avoid disclosing the Confidential Information until the Discloser has had reasonable time to seek a protective order, and the Recipient complies with any protective order that covers the Confidential Information to be disclosed.
- 10.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration, cancellation or termination of this Agreement shall survive such expiration, cancellation or termination.
- 10.9 Confidential Information shall remain the property of the Discloser, and the Discloser shall retain all of the Discloser's right, title and interest in any Confidential Information disclosed by the Discloser to the Recipient. Except as otherwise expressly provided elsewhere in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not

limited to, under any patent, trademark, or copyright), nor is any such license to be implied, solely by virtue of the disclosure of any Confidential Information.

- 10.10 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 10 by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, agents or contractors of the Recipient or the Recipient's Affiliates, and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 10. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 10, but shall be in addition to any other remedies available at law or in equity.
- 10.11 The provisions of this Section 10 shall be in addition to and shall not limit, alter, define or contradict any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to protection of the confidentiality of information (whether or not defined as "Confidential Information" for purposes of this Agreement) of the Party or its customers provided by Applicable Law.
- 10.12 Without in any way limiting the foregoing provisions of Section 10, each Party shall comply with 47 U.S.C. § 222, any implementing rules, regulations, and orders thereunder, and other federal and state rules and regulations addressing Customer Proprietary Network Information ("CPNI") and Carrier Information. A Party shall not access (including, but not limited to, through electronic interfaces and gateways provided under this Agreement), use or disclose CPNI or other customer information unless the Party has obtained any customer authorization required by Applicable Law for such access, use and/or disclosure. By accessing, using or disclosing CPNI or other customer information, a Party represents and warrants that the Party has obtained any customer authorization required by Applicable Law for such access, use or disclosure. A Party accessing, using or disclosing CPNI or other customer information shall upon request by the other Party provide proof of any customer authorization for such access, use or disclosure, required by Applicable Law (including, copies of any written authorization). Without limiting the foregoing provisions of this Section 10, where required by 47 U.S.C. § 222, or other provision of Applicable Law, a Party shall obtain a signed letter of authorization from the applicable end user in order to obtain CPNI or other customer information from the other Party.
- 10.13 Nothing herein shall be construed as limiting the rights of either Party with respect to its own subscriber information under any Applicable Law, including without limitation Section 222 of the Act.

## **11 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## **12 Default**

- 12.1 If either Party defaults in the payment of any amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 9.3 hereof with respect to which the disputing party has complied with the requirements of Section 9.3 in its entirety or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this

Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

- 12.2 If a good faith dispute arises between the Parties as to whether the breaching Party has materially violated a material provision of this Agreement (other than an obligation to make payment of any amount billed under this Agreement, in which case, Section 9.3 shall apply) and the dispute resolution process identified in Section 14 applies to the subject matter of such dispute, the alleged breach or violation shall not constitute cause for termination of this Agreement or suspension of the provision of services hereunder, if: (a) within thirty (30) days of the date that the other Party gives the breaching Party written notice of such alleged breach or violation, the breaching Party gives the other Party written notice of the dispute, including the basis therefor, and initiates the process for resolution of disputes identified in Section 14; (b) the breaching Party complies with and completes the process identified in Section 14 for resolution of the dispute; and, (c) within thirty (30) days after the completion of such process for resolution of the dispute identified in Section 14 (or such longer period as may be agreed to by the Parties or allowed pursuant to the dispute resolution process), the breaching Party cures any breach that has been determined in the dispute resolution process to have occurred, and takes any other action to resolve the dispute agreed upon by the Parties or as directed in accordance with the dispute resolution process. The existence of such a dispute shall not relieve the breaching Party of its duty to otherwise comply with this Agreement and to perform all of its other obligations under this Agreement.

**13 Intentionally Left Blank.**

**14 Dispute Resolution**

- 14.1 In the event the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of this Agreement, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, pursuant to applicable procedures established by the Commission. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking any relief (at law or in equity) available in any other forum.

**14.2 Alternative to Litigation.**

Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute

resolution procedures as a final and binding remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:

- (1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;
- (2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of this Agreement;
- (3) A suit to compel compliance with this dispute resolution process;
- (4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party;
- (5) An action for fraud;
- (6) A billing dispute equal to or in excess of \$2,000,000.00;
- (7) Any rate or charge within the jurisdiction of the Commission or the FCC;
- (8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order");
- (9) A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and
- (10) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.

Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction.

#### 14.2.1 Negotiations

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.

#### 14.2.2 Arbitration

Except for those disputes identified in Section 14.2 (1) through Section 14.2 (10), if the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of commencement of the arbitration, as modified by this Agreement, hereinafter referred to as the AAA Rules. The Parties may select an arbitrator outside AAA's roster of arbitrators upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator but limited to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings, including Findings of Fact and Conclusions of Law. The arbitrator shall have no power to add or detract from this Agreement of the Parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The arbitrator may award whatever remedies at law or in equity the arbitrator deems appropriate. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The written opinion of the arbitrator shall not be enforceable in any court having jurisdiction over the subject matter until the Commission, pursuant to section 14.2.6 below, has issued an Order adopting or modifying the arbitrator's written opinion.

#### 14.2.3 Expedited Arbitration Procedures

If the issue to be resolved through the negotiations referenced in Section 14.2.1 directly and materially affects service to either Party's end-user customers or the amount subject to a billing dispute is \$200,000 or less, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration pursuant to the process outlined in Section 14.2.2 above, the arbitration

shall be conducted pursuant to the expedited procedures rules of the AAA Rules in effect on the date of commencement of the arbitration.

#### 14.2.4 Costs

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitrator.

#### 14.2.5 Continuous Service

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments in accordance with and as required by this Agreement.

#### 14.2.6 Commission Order

14.2.6.1 Within thirty (30) days of the arbitrator's decision, the Parties shall submit that decision to the Commission for review. Each Party shall also submit its position on the arbitrator's decision in a statement not to exceed ten (10) pages as to whether the Party agrees to be bound by it or seeks to challenge it. The Commission shall accept or modify the arbitrator's decision within thirty (30) days of its receipt and issue an Order accordingly pursuant to Section 252 of the Act; provided, however, if the Commission does not issue an Order accepting or modifying the arbitrator's decision within thirty (30) days of its receipt, the arbitrator's decision shall be deemed an Order of the Commission pursuant to Section 252 of the Act. The Order of the Commission shall become final and binding on the Parties, except as provided in Section 14.2.6.2 below.

14.2.6.2 Either Party may seek timely review of the Commission Order rendered above pursuant to Section 252(e)(6) of the Act. The Parties agree to waive any objection to the federal court's jurisdiction over the subject matter.

### 15 Force Majeure

15.1 Except as otherwise specifically provided in this Agreement (including, by way of illustration, circumstances where a Party is required to implement disaster recovery plans to avoid delays or failure in performance and the implementation of such plans was designed to avoid the delay or failure in performance), neither Party shall be liable for any delay or failure in performance of any part of this Agreement by it caused by acts or failures to act of the United States of America or any state, district, territory, political subdivision, or other governmental entity, acts of God or a public enemy, strikes, labor slowdowns, or other labor disputes, but only to the extent that such strikes, labor slowdowns, or other labor disputes also affect the performing Party, fires, explosions, floods, embargoes, earthquakes, volcanic actions, unusually severe weather conditions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform ("Force Majeure Condition"). In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its



obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Verizon, Verizon agrees to resume performance at Parity and in a Non-Discriminatory manner.

- 15.2 If any Force Majeure Condition occurs, the Party whose performance fails or is delayed because of such Force Majeure Condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure Condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.
- 15.3 Notwithstanding Section 15.1, no delay or other failure by a Party to perform shall be excused pursuant to this Section by the delay or failure of a Party's subcontractors, materialmen, or suppliers to provide products or services to the Party, unless such delay or failure is itself the product of a Force Majeure Condition, and such products or services cannot be obtained by the Party from other persons on commercially reasonable terms.

## **16 Intentionally Left Blank**

## **17 Fraud**

- 17.1 The Parties will work cooperatively in a commercially reasonable manner to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 17.2 Each Party shall make available to the other fraud prevention features, including prevention, detection, or control functionality, that may be embedded within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed; such features including 900 NPA and international blocking offered to business customers and aggregators.
- 17.3 Except as may otherwise be required under Applicable Law, each Party assumes responsibility for all fraud associated with its customers and accounts.
- 17.4 Uncollectible or unbillable revenues from fraud and resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

## **18 Good Faith Performance**

- 18.1 In the performance of their obligations under this Agreement, the Parties shall cooperate fully and act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned.
- 18.2 The Parties shall promptly submit this Agreement, and any amendment or modification hereof, to the Commission for approval in accordance with Section 252 of the Act. Following such submission, the Parties shall submit the Agreement to any other applicable governmental entity for any requisite approvals. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.